



**Order under Section 69 and 89
Residential Tenancies Act, 2006**

Citation: COAL HARBOUR PROPERTIES LIMITED PARTNERSHIP v McKay, 2022 ONLTB 9510

Date: 2022-10-20

File Number: LTB-L-006999-22

In the matter of: 2004, 350 QUEENS QUAY W
TORONTO ON M5V3A7

Between: COAL HARBOUR PROPERTIES LIMITED PARTNERSHIP Landlord

And

Bryan McKay Tenant

COAL HARBOUR PROPERTIES LIMITED PARTNERSHIP (the 'Landlord') applied for an order to terminate the tenancy and evict Bryan McKay (the 'Tenant') because:

- the Tenant did not pay the rent that the Tenant owes (L1 Application); and
- the Tenant has been persistently late in paying the Tenant's rent; (L2 Application).

The Landlord also claimed compensation for each day the Tenant remained in the unit after the termination date.

The Landlord also claimed charges related to NSF cheques

The Landlord also claimed compensation for undue damage.

This application was heard by videoconference on October 17, 2022.

Only the Landlord's Legal Representative, Ms. Kenia Afolabi, attended the hearing.

As of 9:42 A.M., the Tenant was not present or represented at the hearing although properly served with notice of this hearing by the Board. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Landlord's evidence.

Determinations:

L1 Application – Non-Payment of Rent

1. The Tenant paid the Landlord the sum of \$13,258.74 on March 29, 2022. The amount paid represents all the rent in arrears under the tenancy agreement, all additional rent that would have been due under the tenancy agreement up to the period ending March 31, 2022, and the filing fee for this application.

2. The Landlord requested an L1 order terminating the tenancy and evicting the Tenant based upon arrears of rent be discontinued

L2 Application – Persistent Late Payment of Rent

1. The monthly rent is \$2263.30, and the per diem amount is \$74.40. The Tenant has persistently failed to pay the rent on the date it was due. The rent is due on the 1st day of each month. The rent has been paid late 4 times in the past 4 months. The following payments were made:
 - June 2022 (\$1798.61)-Balance due \$318.55
 - July 1, 2022 (\$0.00)
 - August 1, 2022 (\$0.00)
 - August 4, 2022 (\$4126.42)
 - September 8, 2022 (\$4126.42)
 - October 1, 2022 (\$0.00)
 - Balance owing \$1196.91 for period ending October 31, 2022.
2. The amount of rent owing to the Landlord is \$1196.91.

It is ordered that:

1. The Landlord's L1 application for an order terminating the tenancy and evicting the Tenant based upon arrears of rent is discontinued.
2. Pursuant to the L2 Application, the Tenant shall pay the Landlord rent arrears owing of \$1196.91, on or before October 31, 2022. This is inclusive of the rent period ending October 31, 2022.
3. The Tenant shall continue to pay all future rent as it becomes due commencing November 1, 2022 to October 1, 2023.
4. If the Tenant fails to make any one of the payments in accordance with this order, the outstanding balance of any arrears of rent and costs to be paid by the Tenant to the Landlord pursuant to paragraphs 2, and 3 of this order shall become immediately due and owing and the Landlord may, without notice to the Tenant, apply to the LTB within 30 days of the Tenant's breach pursuant to section 78 of the Act for an order terminating the tenancy and evicting the Tenant and requiring that the Tenant pay any new arrears, NSF fees and related charges that became owing after October 11, 2022.
5. If the Tenant does not pay the Landlord the full amount owing on or before October 31, 2022, the Tenant will start to owe interest. This will be simple interest calculated from November 1, 2022 at 4.00% annually on the balance outstanding.

October 20, 2022
Date Issued

Steven Mastoras
Member, Landlord and Tenant Board

If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.